

REQUEST FOR PROPOSAL (RFP)

TOWN OF WEBSTER



Landscaping

Prepared by:
Carole Marchand
Recreation Director

**TOWN OF WEBSTER
Request for Proposals
Landscaping Services for Town Hall Grounds
And
French River Walkway and Park**

The Town of Webster, acting through its Recreation Department requests statements of qualification and price proposals from landscape architects, designers or engineering firms for removal and disposal of bushes and overgrowth along with related site improvements.

The Town seeks Landscaping cleanup and possible re-design. At the Town Hall The Town would like the front bushes removed and disposed of. After removal The Town would like the area prepared for and seeded. At the French River Walkway/Park, The Town would like overgrowth removed and disposed of. If new vegetation is recommended, The Town will take that into consideration. The budget for this project has not yet been firmly established but will be in the range of \$6,000-\$7,500 for initial year and \$2,000-\$4,000 for the 2 subsequent years. The award of this contract for design services will be in accordance with all state and federal procurement laws and regulations. The Town reserves the right to use different vendors for the projects in the Scope of Services.

Background

The Town Hall is located at 350 Main St. with approximately 12-15 bushes of various sizes along the front. The bushes have become overgrown and do not meet contemporary standards for appeal. The bushes need to be removed and the site upgraded.

The French River Walkway/Park is on a nearly flat site. The Walkway is less than ¼ mile long and the Park sits on 1.66 acres. Through the years weeds and vegetation have taken over the area. The Town would like an initial clean up and disposal of the unwanted vegetation and to enter into a 3 year contract to maintain the vegetation growth in this area.

Scope of Services

1. Scope of Services for Town Hall

The Contractor shall furnish all labor, material, tools, equipment, transportation, insurance, incidentals, and other facilities to perform all work for the said Landscaping projects. Work to be performed comprises of removal and disposal of bushes and overgrowth, and replacement of grass and plant materials. Services to be rendered include but are not limited to the following:

- a. Removal and disposal of bushes in front of Town Hall
- b. Prepare area for loom and seeding
- c. Loom and seed the area for grass

2. Scope of Services for French River Walkway/Park

The Town and the Vendor shall enter into a 3 year contract. The Town expects the possibility of the initial year being more expensive than subsequent years. The Contractor shall furnish all labor, material, tools, equipment, transportation, insurance, incidentals, and other facilities to perform all work for the said Landscaping projects. Work to be performed comprises of removal and disposal of bushes and overgrowth, and replacement of grass and plant materials. Services to be rendered include but are not limited to the following:

- a. Removal and disposal of overgrowth at French River Walkway/Park
- b. Replace plant material when deemed necessary by both The Town and The Vendor
- c. Maintain weeds and overgrowth for a period of 3 years (Spring of 2022-Spring of 2024)

3. Pre-existing/Deficiency List

At the start of the Contract, the Contractor shall inspect all flowers, trees, plants, containers, and any related ground keeping repairs for pre-existing conditions for all locations in each service area, and in accordance with the Scope of Services incorporated herein. The Contractor shall provide a written deficiency inspection report with illustrations (if necessary) that identifies and details all methods of repair and/or replacement components needed in order to properly maintain the landscape and grounds.

4. General Landscape

The Contractor shall:

- a. Furnish all labor, materials, and equipment necessary to perform the work described within the Scope of Services in strict accordance with these specifications and subject to the terms and conditions of the contract.
- b. Not post signs or advertising material anywhere on Town premises or improvements thereon without prior written approval from the Town's authorized representative.
- c. Ensure that all employees wear the appropriate personal protective equipment (PPE) for the activity they are performing.
- d. Maintain the health and appearance of existing landscape plants, trees, shrubs, groundcovers and lawn area.
- e. Ensure that each facility site is free of debris, weeds, insect infestation.
- f. Replace plants or dead ground cover that died under the Contractor's care and not due to vandalism or circumstances beyond Contractor's control.
- g. Provide an option to subcontract with a certified tree pruning and tree removal company for any major tree removal/pruning work that is outside the scope of the landscaping contract. Subcontractor must be approved, in writing, by The Town prior to work
- h. Perform all work in a professional skillful manner using quality equipment and materials.
- i. Have a full time staff employee that is State licensed to operate and apply chemicals in all categories and provide evidence of such licensure.

- j. Secure any gated or doored areas that require landscaping services after services are completed.

The Town shall monitor all work performed, and meet as needed with Contractor to discuss concerns, additions, and or deletions in the performance of the contract. Contractor shall maintain and have available for review all records that reasonably confirm frequency of tasks performed at each location.

The Town reserves the right to add, delete, and or change Scope of Services of this contract, and may do so by submitting written notification to Contractor. Any increase or decrease in fees shall be negotiated at that time and incorporated into the contract documentation.

All material and design of landscaping services shall be in accordance with Town guidelines.

5. Damages

a. All damages incurred to existing facilities by the Contractor's operation shall be repaired or replaced, at the Town's discretion, and at the Contractor's expense.

b. All such repairs or replacements shall be completed within the following time limits:

c. All damage to shrubs, trees, turf or groundcover shall be repaired or replaced within five (5) working days.

d. All repairs or replacements shall be completed in accordance with the following maintenance practices:

- Trees - a qualified tree surgeon or arborist shall remedy minor damage such as bark lost from impact of equipment. If damage results in loss of a tree, the damaged tree shall be removed and replaced to comply with the specific instructions of the Town.

- Shrubs - Minor damage may be corrected by appropriate pruning. Major damage shall be corrected by removal of the damaged shrub and replacement to comply with the specific instructions of the Town.

- Chemicals - All damage resulting from chemical application, either spray-drift or lateral leaching shall be corrected in accordance with the aforementioned maintenance practices and the soil conditioned to insure its ability to support future plant life.

6. Safety Plan

a. The Contractor agrees to perform all work outlined in this Scope of Services in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines, and materials or other hazards consequential or related to the work. Contractor agrees additionally to accept the sole responsibility for complying with all local, County, State, or other legal requirements including but not limited to, full compliance with the terms of the applicable O.S.H.A. Safety Orders at all times so as to protect all person, including Contractor's employees, Town employees, agents of the Town, vendors, members of the public or others from

foreseeable injury, or damage to their property. Contractor shall inspect all potential hazards at said facilities and keep a log indicating date inspected and action taken.

b. It shall be the Contractor's responsibility to inspect, and identify, any condition(s) that renders any portion of the maintenance area unsafe, as well as any usage practices occurring thereon. The Town shall be notified immediately of any unsafe condition that requires major correction. Contractor shall be responsible for making minor corrections as to prevent loss/damage and to protect members of the public or others from injury. Contractor shall cooperate fully with the Town in the investigation of any accidental injury or death occurring in the maintenance area. For any accident requiring medical attention, the contractor is to notify the Town immediately, and file a written report to the Town within three (3) working days.

c. It shall be the Contractor's responsibility to provide safety training to their employees.

7. Delays

The Contractor shall make a good faith effort to adhere to the contracted schedule. In the event that Contractor is unable, for whatever reason, to maintain the schedule (i.e. poor weather conditions, etc.), and Contractor does not reschedule the service, or inform the Town of intent to make up the service within 72 hours, that amount for the failure to perform may be deducted from Contractor's fee. If the work cannot be completed on the proposed scheduled day, the Contractor must notify the Town contact to advise them accordingly.

8. Staffing Managerial

a. There will be no subcontractors working on the Town grounds and facilities without the express prior written consent of the Town.

b. If in the opinion of the Town, a Contractor's employee is incompetent or disorderly, refuses to perform in accordance with the contract specifications, threatens or uses abusive language while on Town property, that employee shall be removed from all work under this contract.

c. The Contractor shall require each of its employees to adhere to basic public works standards of working attire. These are uniforms, proper shoes, and other gear required by State Safety Regulation, and proper wearing of the clothing. Shirts shall be worn and buttoned at all times.

d. The Contractor nor any of its employees shall interfere with the public use of the premises, and shall conduct its operations as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which the services are being performed.

9. Additional Information

The final authority to approve or disapprove delivered products and/or services lies with The Town. In the event products delivered do not meet specification quality level, or do not perform as specified in this proposal, the supplier will replace the items, at no additional cost to The Town.

If The Town, in the exercise of its best judgment, determines the supplier's process for the delivery of services is unsafe or hazardous to life or property, The Town will suspend the process until the supplier

takes corrective action. No allowance will be made for a supplier' waste, loss, breakage, damage or difficulties.

Project Schedule

The following timeline has been established to ensure that our project objective is achieved; however, the following project timeline shall be subject to change when deemed necessary by The Town.

MILESTONE	DATE
Proposal Published	February 24,2022
Pre Proposal Tour	March 8, 2022/Snow Date March 10, 2022
Questions Deadline	March 14, 2022
Close to Proposals	March 18, 2022
Contract(s) awarded	March 29, 2022
Contract Completion for Town Hall and first year contract of French River area	June 17,2022
Contract Completion for remainder of French River Area	June 10, 2024

On-Site Proposal Meeting/Tour

There will be a Pre-Proposal Meeting/Tour to meet with The Town Designee for a question and answer session and tour of the projects. This is not a mandatory meeting, but attendance is highly encouraged.

Meet at Location:

Town Hall Rotunda, 350 Main St. Webster, MA 01570

Time: 3/8/2022 (Snow Date 3/10/2022) 10:00am

Email cmarchand@webster-ma.gov with the name(s) of those who will be attending so spots can be reserved. Please print a copy of the RFP and bring it with you, as no additional copies will be provided at the meeting. Vendors are responsible for their own transportation. **Snow date March 10, 2022 10:00am. Registered attendees will be notified by email. If you have any question about the weather please email at same address.**

The Town is an equal opportunity/educational institution, which does not discriminate on the basis of race, color, religion, national origin, gender, age, disability, sexual orientation or veteran status.

General Qualifications

If Proposers do not have Professional Liability Insurance they must acknowledge they will obtain such and maintain such throughout the life of the project. No person or firm debarred from federal contract work or pursuant to MLG Chapter 149, section 44C or disqualified pursuant to Chapter 7, section 38F(c) or 38H(g) shall be awarded this contract.

Comparative Evaluation Criteria

Proposal will be reviewed to determine an appropriate rating on each of the four items listed below. A report on the evaluation team's ranking of proposals will then be transmitted to the Chief Procurement Officer.

The purpose of this evaluation system is to select the most highly qualified Landscaping firm that has submitted the most responsive proposal.

Criteria for "Highly Advantageous" Ratings

1. The Vendor has substantial prior experience with removing existing items and replacing them with more aesthetically pleasing items.
2. The Vendor has substantial prior experience with invasive weeds and proper removal of them.
3. The Vendor's references from prior or current clients are highly favorable and without reservations or conditioned.
4. The Vendor has the staff and capabilities to work in a small time-line.

Criteria for "Unacceptable" Ratings

1. The Vendor has not demonstrated sufficient experience within the field of Landscaping.
2. The Vendor does not provide examples of previous work that approximate the level of skill and expertise sought for this project.
3. The Vendor's references from prior or current clients are mixed or are not favorable, or identify significant concerns or reservations.
4. The Vendor doesn't have the ability to meet the time-line.

Application/Qualifications Submission Requirements

The Town, through its Recreation Department, seeks statements of qualifications prepared by interested parties. Three (3) copies of the submission must be delivered to the Office by the date and time specified below. No late proposals will be accepted. The Town reserves the right to reject all proposals received. The Town reserves the right to accept different Vendors for different projects.

Three (3) complete sets of submission should be submitted on or before 2:00 pm, Tuesday, March 8, 2022 to:

Ms. Carole Marchand
Recreation Director
Webster Town Hall
350 Main St
Webster, MA 01570

No Fax Submissions will be accepted.

All submissions should be clearly labeled “**Town Hall and French River Park Area Landscaping**” on the outside of the envelope/package. Late proposals will not be accepted.

The Town of Webster is an equal opportunity employer. Section 3, disadvantaged, minority and women-owned business enterprises are encouraged to apply.

In order to comply with the minimum evaluation requirements for this project, proposers are required to submit detailed proposals with the following information:

1. Cover letter from proposer stating that the applicant has read, understands, and will comply with the requirements and conditions contained in this RFP, signed by an authorized representative for the firm who will act as a contact person during the section process.
2. A narrative description of the work experience of the individual, partnership or corporation submitting the proposal, including history of professional, the kinds of projects involved in that history, and the names, addresses and telephone numbers of at least five clients who can attest to the quality and timeliness of work produced by the proposer. Include a description of the staffing structure for the project, with resumes of the proposed personnel.
3. Quotes should be broken down by project.
 - a. Town Hall
 - b. French River area year 1
 - c. French River area years 2 and 3
4. Specific examples of the designer’s experience with comparable projects to enable the Town to evaluate the proposer’s submission as per the evaluation criteria.
5. Evidence that proposer maintains insurance as shown below, or the proposers willingness to carry/increase coverage if awarded the contract. (If such coverage is not currently in place, the award of a contract will be conditioned on the proposer putting in place such insurance within seven (7) days from notice of contract award.)
6. Completed Certificate of Non-Collusion (sample attached).
7. Completed Certificate of Tax Compliance (sample attached).
8. Completed Certificate of Corporate Authority (If corporation) (sample attached.)

Insurance Requirements

1. Each consultant/firm submitting a response to this Request for Proposals shall submit a sample "Certificate of Insurance" for the items listed below and before the work commences, the insurance company shall send to the Town a "Certificate of Insurance" indicating that such insurance is in force. Arrangements shall be made with the said insurance company to notify the Town of any termination or material change in the aforementioned insurance at least ten days prior to the date on which the termination or change takes place.

2. Each consultant/firm submitting a proposal shall take out and maintain insurance as provided in the preceding paragraph, as follows:

a. Worker's Compensation Insurance -- The consultant shall furnish the Town with certificates of insurance showing that all its employees who shall be connected with the performance of this project are protected under Workers' Compensation Insurance Policies, in statutory amounts.

b. Automotive Liability Insurance with an Insurance Company acceptable to the Town providing a limit of liability not less than those specified below. Such insurance is to include claims arising out of vehicles owned by the consultant, hired by the consultant, or owned by others acting on behalf of or under the direction of the consultant.

i. Bodily Injury Liability of not less than \$500,000 per person, \$1,000,000 per accident/occurrence.

ii. Property Damage Liability of not less than \$500,000 per accident/occurrence.

3. Further, each consultant shall carry insurance in a sufficient amount to assure the restoration of any plans, drawings, computations, field notes, reports or grant documentation or data relating to the work covered by this contract in event of loss or destruction until the final fee payment is made and all such data is turned over to the Town.

General Provisions

1. Interviews may be held with proposers as the Town deems necessary.

2. The Town of Webster reserves the right to reject any or all proposals, to solicit new proposals, and to award contracts as it deems to be in its best interest.

3. Pre-award negotiations may be conducted.

4. All proposals become the property of the Town of Webster.

5. The selected proposer shall be expected to comply with all applicable State and Federal laws in performance of services.

6. All plans and specifications resulting from this contract shall become the property of the Town of Webster.

7. Unless specifically prohibited by the proposer, the Town has the right to disclose information contained in proposals.

8. The selection of a successful proposer shall be made without regard to race, color, sex, age, religion, political affiliation, marital status, handicap status, or national origin.

9. The Town of Webster is an Affirmative Action/Equal Opportunity Employer.

Proposers should direct all questions regarding this RFP to:

Ms. Carole Marchand
Recreation Director
Webster Town Hall
350 Main St
Webster, MA 01570

Telephone: 508-949-3800, ext. 1023

E-mail: cmarchand@webster-ma.gov

Any questions relating to this RFQ shall be submitted in writing to the address above or via email to Ms. Marchand not later than 3:00 pm March 3, 2022. Please provide fax number and email address. The Town will issue any clarifications or additional information in writing (via fax or email) by the end of the business day on March 4, 2022. All other methods of communication and communication with other parties shall be considered informal and non-binding.

Faxed or emailed proposals shall not be accepted.

The proposer may withdraw and/or modify its proposal up to the deadline time and date for submission of proposals, but communicating such modification or withdrawal in writing, addressed to Ms. Marchand above.

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

Signature

Title

Name of Firm

Date

CERTIFICATE OF TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A, the signatory for _____ certifies under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes.

Name of Firm: _____

By: _____
Signature of Authorized Representative

Title

Date

Tax Identification Number _____

